



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNR

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Neither party submitted any documentary evidence for this hearing.

Issue to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background, Evidence

The landlord's testimony is as follows. The tenancy began on October 1, 2015 and ended on April 15, 2017. The tenant was obligated to pay \$1175.00 per month in rent on the first of each month. The landlord testified that the tenant was also her employee, colleague and friend. The landlord testified that as part of an agreement to lease a commercial space, she also obtained the subject unit. The landlord testified that she did not require any paperwork as she and the tenant had a ten year friendship and didn't

think it was required. The landlord testified that the tenant made only partial payments throughout the time she occupied the unit and that there are rental arrears, utilities cost, internet costs, moving fees, cleaning costs and overage costs of the tenant not moving out at the end of her employment on April 3, 2017.

The landlord is applying for the following:

1.	BC Hydro	\$200.20
2.	Unpaid Rent	7775.00
3.	Suite cleaning	320.00
4.	Moving fees	890.00
5.	Internet cost for April 2017	46.50
6.	Unpaid rent for half of April 2017	575.00
7.	Overage charges	131.54
8.	Filing fee	100.00
	Total	\$10038.24

JL made the following submissions on behalf of the tenant. JL submits that the landlord has not provided any documentary evidence to support any of her claims. JL submits that the tenant never paid rent as this was an agreement between two friends and that the tenant was an employee of the landlord residing in the unit as a term of said employment. JL submits that the landlord could have easily supplied copies of bank statements or receipts of the costs she's claiming, but didn't. JL submits that the landlords claim should be dismissed in its entirety.

Analysis

While I have turned my mind to all the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the landlord's claim and my findings are set out below.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. **In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof.** The claimant must provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that

they followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In the landlords own testimony she stated “I know I don’t have proof of these claims, but we were friends and I didn’t see the need to have things on paper, I trusted her”. The landlord was unable to produce any documentation to support any of her claims despite being aware of today’s hearing for over six months. The landlord has not provided sufficient evidence to prove any of the claims submitted; accordingly I dismiss the landlords application in its entirety.

Conclusion

The landlords’ application is dismissed in its entirety without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 15, 2018

Residential Tenancy Branch